IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.2455 OF 2003
IN
SUMMARY SUIT NO.2826 OF 1993

Aegis Chemicals Industries Ltd. ....Plaintiff
V/s.
Ramkishor Chemical Co.Pvt.Ltd. ....Defendant

None for the Plaintiff.
Mr.K.H. Mody i/b M/s.S.Pathak & Co. for the Defendant.

CORAM : S.J. VAZIFDAR, J.
DATED : 17TH NOVEMBER, 2005.

P.C. :

1. By this Notice of Motion, the Defendant seeks decision on preliminary issue as to whether this Court has territorial jurisdiction to entertain and try the suit. Paragraph 10 of the plaint reads as under :-

> "The goods were sold and delivered at Bombay. The moneys are payable at Bombay. The entire cause of action has arisen in Bombay. This Hon'ble Court has therefore jurisdiction to try and entertain this suit".

2. The first sentence that the goods were sold and delivered at Bombay is demonstrably false as the invoice on which the suit is filed clearly states that the goods are to be despatched from Vapi to New Delhi.

Both the places are outside the jurisdiction of this Court. A part of cause of action has therefore arisen outside the jurisdiction of this Court. The averment in the affidavit in support of the Motion to this effect has not been denied. In fact no affidavit in reply has been filed.

3. Despite the fact that part of the cause of action has arisen outside Bombay, no leave under Clause XII of the Letters Patent has been obtained. This Court therefore does not have jurisdiction to entertain or try the suit.

4. The suit is therefore dismissed for want of jurisdiction. The Plaintiff shall pay the Defendant costs of the suit as per rules.